

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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13

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 03/30/2021		2. CONTRACT NO. (If any) 68HERC20D0016		6. SHIP TO: a. NAME OF CONSIGNEE CAD	
3. ORDER NO. 68HERC21F0184		4. REQUISITION/REFERENCE NO. PR-OW-21-00208			
5. ISSUING OFFICE (Address correspondence to) CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001				b. STREET ADDRESS US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136	
				c. CITY Cincinnati	e. ZIP CODE 45268-0001
7. TO: Andrew Parker				f. SHIP VIA	
a. NAME OF CONTRACTOR TETRA TECH, INC.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 10306 EATON PL STE 340				Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY FAIRFAX		e. STATE VA	f. ZIP CODE 220302201		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OW	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple	
16. DISCOUNT TERMS					

## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 198549560 Incremental funding PR-OW-21-00208 for new task order under the Tetra Tech Contract-68HERC20D0016, Project-Technical Support for EPA Rulemakings, Determinations and Other Water Quality Standards-Related Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME RTP Finance Center						\$1,096,131.48
	b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts						
c. CITY Durham		d. STATE NC	e. ZIP CODE 27711				17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 03/30/2021

23. NAME (Typed)  
Keith Pfeffer  
TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/30/2021	CONTRACT NO. 68HERC20D0016	ORDER NO. 68HERC21F0184
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Decisions and Actions. TOCOR-Jennifer Brundage, ALTTOCOR-Julianne Mclaughlin, CLCOR-Tanyan Bailey, CS-Earrest Forrest, CO-Keith Pfeffer TOCOR: Jennifer Brundage Admin Office: CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001 Accounting Info: 21-22-B-28E-000BD4X20-2505-2128CES014-001 BFY: 21 EFY: 22 Fund: B Budget Org: 28E Program (PRC): 000BD4X20 Budget (BOC): 2505 DCN - Line ID: 2128CES014-001 Period of Performance: 04/28/2021 to 04/27/2022					
0001	Technical Support for EPA Rulemakings, Determinations and Other Water Quality Standards-Related Decisions and Actions  Delivery: 04/27/2022					
0002	Option Period 1 (Option Line Item) 03/29/2022  Delivery: 04/27/2023				542,639.35	
0003	Option Period 2 (Option Line Item) 03/29/2023  Delivery: 04/27/2024				553,492.13	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$1,096,131.48

## **SECTION B - Supplies or Services/Prices**

### **B-1 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION**

(a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line item 0001 is severable and may be incrementally funded. For this item, the sum of \$100,000.00 of the total price is presently available for payment and allotted to this item.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 10 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

(d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.

(g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

RECAPITULATION:

**RECAPITULATION OF FUNDING TO DATE**  
**CONTRACT NO. 68HERC20D0016**  
**TASK ORDER NO. 68HERC21F0184**

**BASE Period of Performance - FROM 4/28/2021 through 4/27/2022**

<b><u>FUNDING ACTION</u></b>	<b><u>FUNDING</u></b>	
<b>Total BASE Period Amount:</b>	\$	531,999.36
Initial Incremental Funding:	\$	100,000.00
Balance Unfunded	\$	431,999.36

**SECTION F - Deliveries or Performance**

**F-1 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE**

The period of performance for line item 0001 (Base Period) of this Task Order shall be from 04/28/2021 through 04/27/2022, inclusive of all required reports.

The period of performance for line item 0002 (Option Period 1) of this Task Order shall be from 04/28/2022 through 04/27/2023, inclusive of all required reports, if exercised.

The period of performance for line item 0003 (Option Period 2) of this Task Order shall be from 04/28/2023 through 04/27/2024, inclusive of all required reports, if exercised.

**SECTION G - Contract Administration Data**

**G-1 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES**

Task Order-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Jennifer Brundage, 202-566-1265, Brundage.Jennifer@epa.gov (TOCOR)

Julie McLaughlin, 202-566-2542, McLaughlin.Julianne@epa.gov (Alternate TOCOR)

Contracting Officials responsible for administering this contract are as follows:

Keith Pfeffer, 513-487-2034, Pfeffer.Keith@epa.gov (Contracting Officer)

Ernie Forrest, 513-569-7414, Forrest.Earnest@epa.gov (Contract Specialist)



## PERFORMANCE WORK STATEMENT

Contractor: TetraTech, Inc.

Contract No. 68HERC20D0016

Task Order TBD

**TITLE: Technical Support for EPA Rulemakings, Determinations and Other Water Quality Standards-Related Decisions and Actions**

**SHORT TITLE FOR EAS: Technical Support for EPA WQS Actions**

<b>Task Order Contracting Officer Representative (TOCOR)</b> <b>Name:</b> Jennifer Brundage <b>Office:</b> OW/OST/SHPD 6105T 1200 Pennsylvania Ave. NW Washington, DC 20460 <b>Phone:</b> 202 -566-1265 (voice) <b>FAX:</b> 202-566-0409 <b>Email:</b> <a href="mailto:brundage.jennifer@epa.gov">brundage.jennifer@epa.gov</a>	<b>Alternate Task Order Contracting Officer Representative (A. TOCOR)</b> <b>Name:</b> Julianne McLaughlin <b>Office:</b> OW/OST/SHPD 6105T 1200 Pennsylvania Ave. NW Washington, DC 20460 <b>Phone:</b> 202-566-2543 (voice) <b>FAX:</b> 202-566-0409 <b>Email:</b> <a href="mailto:mclaughlin.julianne@epa.gov">mclaughlin.julianne@epa.gov</a>
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### PERIOD OF PERFORMANCE:

Base Period: Date of award to 04/27/2022

Option Period 1: 04/28/2022 to 04/27/2023

Option Period 2: 04/28/2023 to 04/27/2024

### LEVEL OF EFFORT:

Base Year: 3145 hours

Option Year 1: 3145 hours

Option Year 2: 3145 hours

### PURPOSE OF TASK ORDER

The purpose of this Task Order is to obtain contractor services to provide technical support for EPA Rulemakings, Determinations, and other water quality standards-related decisions and actions in a timely manner. The specific tasks and any subtasks are defined below.

### BACKGROUND

EPA's Office of Science and Technology (OST) is responsible for developing sound and scientifically defensible guidelines, policies and recommendations for water quality standards, criteria, advisories, and associated implementation guidelines under the Clean Water Act (CWA). Water quality standards define the water quality goals of a water body by designating uses, setting criteria to protect those uses and establishing provisions to protect water bodies from pollutants.

Section 303(c) of the CWA requires states and authorized tribes to adopt water quality standards for waters of the United States within their jurisdictions. The CWA further requires states to submit these water quality standards to EPA for review and approval or disapproval. EPA must take action on the submitted standards within certain statutory and regulatory deadlines, all of which are 90 days or fewer. 40 CFR 131.5 (a) describes eight distinct requirements EPA must determine are met in approving or disapproving the standards.

Section 303(c) of the CWA directs the Administrator to promulgate water quality standards to supersede state standards that have been disapproved, or in any case where the Administrator determines that a new or revised standard is needed to meet the CWA's requirements. This is known as a "Federal Promulgation" or an "Agency Rulemaking". The CWA also gives EPA the authority to act on existing state water quality standards that have been previously approved by EPA if EPA identifies a provision(s) that is/are not consistent with the CWA. This is known as an "Administrator Finding", "Administrator Determination" or "CWA 303(c)(4)(B) Determination". In taking these actions, EPA always conducts in-depth and issue-specific technical research and analysis in order to reach its conclusions and support the decision.

## **QUALITY ASSURANCE**

As the tasks for this Task Order are essentially the same as those in TO 68HERC20F0205 under the current contract, the contractor shall use the approved Quality Assurance Project Plan (QAPP) dated July 29, 2020 (see Attachment) developed for TO 68HERC20F0205 and shall update it as necessary to assure that the quality of the primary or secondary data and analyses are accurate and correct. The contractor shall hold a conference call with the EPA TOCOR and the QA officer or a designee prior to submission of any updated QAPP to discuss any issues needing clarification. All QA activities shall be in conformance with the QAPP. This QAPP will be the relevant QAPP for this TO unless and until a revised QAPP is approved by the required EPA and Tetra Tech parties.

The tasks and subtasks in this Task Order may require the use of existing data and use of modeling tools for data. Documentation of all analyses shall also indicate how types, quantity, and quality of data have been quality assured and maintained. In addition, the contractor shall ensure that metadata is compiled in an easy to use format. All products should be detailed so that the decisions and analysis are completely transparent to a third party.

Additionally, all QA activities shall be in conformance with EPA's *Requirements for Quality Assurance Project Plans* (EPA QA/R-5) "<https://www.epa.gov/quality/guidance-quality-assurance-project-plans-epa-qag-5>" and should demonstrate a clear understanding of the project's goals/objectives/questions and issues. Documentation of all analyses shall also indicate how types, quantity, and quality of data have been quality assured and maintained.

The Contractor shall alert the TOCOR regarding any quality issues should they arise. Given that a purpose of this Task Order is to provide EPA with information for timely statutorily and regulatorily driven decisions, it is particularly important that the Contractor notify the EPA TOCOR of issues, problems, questions, or delays as soon as they become apparent or if they are anticipated. Any project-specific quality assurance issues shall also be reported in the monthly progress reports as specified under Task 1. The QA activities for this Task Order should comprise at least 10% of the total effort.

For each *final* deliverable, the contractor shall provide a statement that all QA procedures were followed, and a statement describing any needed changes to those procedures, if necessary. The contractor shall also prepare a quality assurance documentation report when all work is finished under this TO.

## **SCOPE OF WORK**

### **Task 1 Reporting Requirements**

### 1.1 Monthly Reports

The contractor shall prepare monthly progress reports throughout the period of performance. The monthly progress reports shall break down spending, in dollars and hours, by task. In addition, the contractor shall allocate spending on Other Direct Costs and General & Administrative (G&A) by task in the TO.

#### *Deliverables and schedule*

Monthly reports of progress report due monthly throughout the TO period of performance.

### 1.2 Weekly Updates for the TOCOR and AltCOR

For each performance period, the contractor shall schedule and lead up to 52 recurring weekly calls with the TOCOR and AltTOCOR to review and discuss the status of active tasks. Participants from the contractor staff shall include the Task Order Leader at a minimum. Other contractor staff shall participate as mutually agreed by the contractor and TOCOR/AltTOCOR on an as-needed basis.

The contractor shall provide weekly written updates on the status of and spending on each subtask, using the metrics provided by the TOCOR, or in his/her absence, the ALTGOR.

## **Task 2 Prepare Quick-Turnaround Data Analysis, Critical Review and Summaries to Support State/Tribal and EPA Decision-Making**

### Background

Given the complexity of water quality standards development and implementation and the Agency's associated statutory and often court-imposed deadlines, EPA often finds itself in the position of quickly needing to conduct complex analyses in order to support decision-making on water quality standards-related actions. Additionally, EPA receives requests from States and Tribes to provide support during the water quality standards development process. Data collection and analysis is a necessary component of the technical preparation for such actions. In short order, the extent of a problem needs to be understood, including waters affected, available monitoring data, impairment information, Total Maximum Daily Loads (TMDLs), permits, applicable state standards and state requirements in place for point source and nonpoint source control, existing scientific literature, for example.

### Task Description

Prepare up to 9 analyses of data and information to inform EPA, States and/or Tribes in developing, revising or taking action on water quality standards; often with quick response required.

The TOCOR will provide the contractor with additional information as needed. The contractor may be required to obtain additional data from third party sources, including but not limited to municipalities, state or federal entities.

The contractor shall prepare scientifically defensible products appropriate for each deliverable. These may include but are not limited to data summaries, reports, HTML web material, R-code modules, Excel workbooks, data sets, PowerPoint slides, and metadata.

The TOCOR will provide deliverable deadlines for this task through written technical direction to the contractor.

### **Task 3 Literature Searches**

#### Background

Pre-decisional processes require the collection and analysis of in-depth and issue-specific technical research and analysis. The information is often needed in a summarized format to give progress updates to internal management.

#### Task Description

The contractor shall conduct up to 5 literature searches, reviews and summaries to inform or assist EPA, States and Tribes in developing, revising or taking action on water quality standards, often with quick response required.

#### Deliverables

TOCOR will clarify deliverable format and timeframes via written technical direction.

### **Task 4 Formatting and Updating of Large Documents**

The contractor shall format up to 3 draft documents provided by EPA. This work does not include any substantive or technical review of the draft documents submitted. The scope of this Task is solely for formatting purposes. This work could include:

- Merging different files into a single document
- Making formatting consistent throughout a document
- Finalizing a table of contents covering all sections of a document as well as tables of contents for tables, figures, and appendices
- Applying page numbering
- Using Endnote to enter in-text references/citations and to create the reference section.
- Verifying formatting by creating a PDF of the document

This work shall not include any substantive revisions to the documents. The work for each document shall include a kick-off call and a check-in call.

EPA will provide all files and data sources required for this task as well as deliverable deadlines via technical direction. Deliverables shall be provided in three formats: 1) clean MS Word file, 2) tracked changes MS Word file, and 3) PDF.

### **GENERAL REQUIREMENTS OF THE TASK ORDER AND SCHEDULE**

Limitation of Contractor Activities: The contractor shall submit drafts of all deliverables to the TOCOR for review prior to submission of the final product. These drafts will clearly specify the methods, procedures, considerations, assumptions, relevant citations, data sources and data that support any conclusions and recommendations. The contractor shall incorporate all TOCOR comments into all final deliverables, unless otherwise agreed upon by the TOCOR. The contractor shall adhere to all applicable EPA management control procedures as implemented by the EPA Contracting Officer (CO), CLCOR, and TOCOR.

Deliverable Formatting: All memos, draft comments, summaries and responses, and chapters are to be provided in electronic form using Word and/or Excel/Access, ArcView, or, in special cases another software program agreed to by the TOCOR. Memos are to be written in a manner which will make them

easy to conform into draft chapters for the Final Report. For deliverables that are in Word or pdf versions of Word documents, that are intended to be shared with management or the public, the contractor shall use decimal align in all tables containing columns of numbers of varying digits, whether decimal places are reported or not. All final materials, e.g., memos, chapters, etc. are to be prepared only after receiving written technical direction from the TOCOR and formatted to be in compliance with Section 508 Amendment to the Rehabilitation Act of 1973.

Acceptance Criteria: The Contractor shall prepare high quality products and that are reproducible and transparent. Figures submitted shall be of high quality, similar to presentations developed for national scientific forums and should be formatted as jpeg or TIFF files. Text deliverables shall be provided in Microsoft Word 2010 or compatible format. All text deliverables will provide clear and concise responses to EPA questions.

Technical Direction: The Contract level COR or an authorized individual is permitted to provide technical direction. Technical direction must be within the statement of work of the contract and includes: (1) Direction to the contractor which assists the contractor in accomplishing the PWS, (2) Comments on and approval of reports or other deliverables. Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Contract Level Contracting Officer Representative.

Work conducted under this Task Order shall not duplicate work conducted under any other Task Order or Work Assignment under any other contract. As required, the EPA TOCOR (or if they are unavailable, the ALT COR) will provide technical direction in accordance with Clause H-19 of the contract, EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009) and the Contract Level Performance Work Statement (PWS).

Confidential Business Information: For this Task Order, the contractor shall not be accessing any Confidential Business Information (CBI).

Budget Reporting: The contractor shall report to the TOCOR and Contract Level COR (CLCOR) when 85 percent of the total budget for this Task Order has been depleted.

Travel: No travel is anticipated under this task order.

Printing: All copying and printing shall be accomplished within the limitations of the printing clause of the contract.

Identification as Contracting Staff: To avoid the perception that contractor personnel are EPA employees, the contractor personnel shall be clearly identified as independent contractors of EPA when participating in events with outside parties and prior to the start of any meeting. The contractor personnel are prohibited from acting as the Agency's official representative. When speaking with the public, the contractor shall refer all interpretations of policy to the TOCOR.

Conference/Meeting Guidelines and Limitations: The EPA projects that none of the individual meetings identified in these tasks will exceed a total cost of \$20,000. The contractor shall immediately notify the EPA Contracting Officer, CL-COR and TOCOR of any anticipated individual event involving support for a meeting, conference, workshop, symposium, retreat, seminar or training that may potentially incur \$20,000 or more in cost during performance. Conference expenses are all direct and indirect costs paid

by the government and include any associated authorized travel and per diem expenses, room charges for official business, audiovisual use, light refreshments, registration fees, ground transportation and other expenses as defined by the Federal Travel Regulations. All outlays for conference preparation should be included, but the federal employee time for conference preparation should not be included. After notifying EPA of the potential to reach this threshold, the Contractor shall not proceed with the task(s) until authorized to do so by the Contracting Officer.

The EPA will assess Contractor performance in accordance with the Quality Assurance Surveillance Plan (QASP), Attachment 1 to this PWS.

#### **ATTACHMENTS**

1. Quality Assurance Project Plan
2. Contract Level QASP

## ATTACHMENT 2 QUALITY ASSURANCE SURVEILLANCE PLAN

### “Technical Support for Assessing, Managing, and Communicating the Ecological and Human Health Risks of Contaminants in Water, Fish, and Sediments, and of Microbial Pathogens in Surface Waters”

**Purpose:** The requirements performed under this contract are considered performance-based, focusing on the Agency’s desired results and outcomes. The contractor shall be responsible for determining the most effective means by which these requirements will be fulfilled. In order to fulfill the requirements, the contractor shall design innovative processes and systems that can deliver the required services in a manner that will best meet the Agency’s performance objectives. This performance-based requirement represents a challenge to the contractor to develop and apply innovative and efficient approaches for achieving results and meeting or exceeding the performance objectives, measures, and standards described below. The Contractor’s performance will be reflected in the positive or negative evaluation offered by the Agency in the Contractor Performance Evaluation (CPE) which is evaluated annually (per the “Contractor Performance Evaluation” clause in the contract). The TOCOR shall submit a complete annual review of the areas outlined in the Quality Assurance Surveillance Plan (QASP), included in the contract, which will then be utilized by the Contract Level Contracting Officer’s Representative (CL-COR) in preparing the overall evaluations submitted annually in response to the CPE requirements in the contract. The TOCOR for each individual task order will provide the review of the deliverables at the location specified in the identified task order.

General Management and Administration			
Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
<b>Management and Communications:</b> The Contractor shall maintain contact with the EPA Contracting Officer (CO), Contracting Officer’s Representative (COR), and Task Order COR (TOCOR) throughout performance of the contract and shall immediately bring potential problems to the attention of the appropriate EPA TOCOR. In cases where issues have a direct impact on project schedules and/or cost, the Contractor shall provide options for EPA’s consideration on resolving or mitigating the impacts.	Any issues that impact project schedules and/or cost shall be brought to the attention of the appropriate EPA TOCOR within 3 business days of occurrence.	100% of active task orders under the contract will be reviewed by the EPA TOCOR monthly (via Monthly Progress Report) to identify unreported issues. The EPA TOCOR will report any issues to the EPA COR, who will bring the issue(s) to the Contractor’s attention through the EPA CO.	<b>Unsatisfactory</b> rating under the category of Business Relations in the Contractors Performance Appraisal Review System (CPARS) if two or more incidents occur during an applicable period of performance when the Contractor does not meet the measurable performance standards.  Fewer than two incidents per contract period where the contractor does not meet the measurable performance standard will be considered satisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Business Relations.
<b>Timeliness:</b> Services and deliverables shall be in accordance with schedules	During any period of performance, 90% of all submitted	100% of active task orders under the contract will be	<b>Unsatisfactory</b> rating under the category of Timeliness in the CPARS

stated in each task orders, unless amended or modified by an approved EPA action.	deliverables shall be submitted no later than one business day past the due date.	reviewed by the EPA TOCOR monthly (via Monthly Progress Report & milestones established for each deliverable) to compare actual delivery dates against the approved delivery dates. The EPA TOCOR will report any issues to the EPA COR, who will bring the issue(s) to the Contractor's attention through the EPA CO.	<p>when the Contractor does not meet the measurable performance standards during an applicable period of performance.</p> <p>A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of <b>Timeliness</b> if the contractor meets the measurable performance standards.</p>
<p><b>Cost Management and Control:</b></p> <p>The Contractor shall monitor, track and accurately report level-of-effort, labor cost, and other direct cost to EPA through progress reports and approved special reporting requirements.</p> <p>The Contractor shall assign appropriately leveled and skilled personnel to all tasks, practice and encourage time management, and ensure accurate and appropriate timekeeping.</p>	The Contractor shall manage costs to the level of the approved ceiling on the task orders. The Contractor shall notify the EPA TOCOR/COR when 75% of the approved funding ceiling for the work assignment is reached.	The EPA COR will routinely meet with the Contractor's Project Manager to discuss the work progress, and the contract and individual task order expenditures. The EPA COR shall review the Contractor's Monthly Progress Reports and request the TOCOR's verification of expenditures and technical progress before authorizing invoice payments.	<p><b>Unsatisfactory</b> rating under the category of Cost Control in the CPARS when the Contractor does not meet the measurable performance standards during an applicable period of performance.</p> <p>A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of Cost Control if the contractor meets the measurable performance standards and accurately reports the costs in the progress reports according to the requirements in the "Reports of Work" attachment to the Contract.</p>
<p><b>Technical Effort:</b></p> <p>The analyses or products developed by the Contractor shall be factual, defensible, and based on sound science and engineering. All data shall be collected from reputable sources; quality assurance measures shall be conducted in accordance with contract and Agency requirements, and any additional requirements outlined in individual task orders or technical directives. Any work requiring the Contractor to provide options or recommendations shall</p>	All (100%) analyses conducted for EPA by the Contractor must be factual and based on sound science and engineering. All analyses and products (initial and final drafts) shall conform in format and content to requirements specified by the TOCOR in written	EPA will review all analyses conducted and products prepared by the Contractor and will independently consider their merit. EPA may opt to peer review analyses to further validate their merit.	<p><b>Unsatisfactory</b> rating under the category of Quality of Product or Service in the CPARS when the Contractor does not meet the measurable performance standards during an applicable period of performance, even after review input and follow up discussion by Agency personnel.</p> <p>A satisfactory rating will be reported in the CPARS</p>



include the rationale used in selecting the option/recommendation and all other options and recommendations considered.	technical direction, and should meet the objectives stated in the task order. All initial draft documents shall be clearly written at a level appropriate to the targeted audience. All information shall be factual, technically sound, and accurate, with data sources identified.		Performance Evaluation System under the category of <b>Quality of Product or Service</b> if the contractor meets the measurable performance standards.
<p><b>Quality Assurance/Quality Control (QA/QC):</b> The Contractor shall comply with the quality assurance requirements specified in <i>EPA Requirements for Quality Assurance Project Plans</i> (<a href="http://www.epa.gov/quality/qs-docs/r5-final.pdf">http://www.epa.gov/quality/qs-docs/r5-final.pdf</a>) and as required by the EPA TOCOR. The Contractor shall assign appropriately leveled and skilled technical and quality assurance personnel to develop a Quality Assurance Project Plan (QAPP) for all tasks requiring collection or use of environmental data.</p> <p>The QAPP shall be developed in consultation with the EPA TOCOR, and fully approved by the appropriate EPA personnel, before initiation of activities involving environmental data collection or use.</p> <p>Any change in the planned environmental data activities that become necessary during the course of the project shall be fully documented in approved revised versions of the QAPP prior to their implementation.</p>	<p>The Contractor shall notify the EPA TOCOR of any issues that impact project quality within 3 business days of occurrence.</p> <p>The Contractor shall notify the EPA TOCOR and COR within 5 business days of occurrence of any requests to collect or use environmental data without an EPA-approved QAPP.</p> <p>The Contractor shall document all QA/QC activities, including compliance with the quality objectives specified in the QAPP, in Monthly Progress Reports.</p>	100% of active task orders under the contract will be reviewed by the EPA TOCOR monthly (via Monthly Progress Report) to assess contractor compliance with the approved QAPP, and to identify unreported issues related to project quality and requests to collect or use environmental data without an EPA-approved QAPP. The EPA TOCOR will report any issues to the EPA QAO and COR, who will bring the issue(s) to the Contractor's attention through the EPA CO for immediate resolution.	<p><b>Unsatisfactory</b> rating under the category of Quality Assurance/Quality Control in the CPARS if more than three incidents occur during an applicable period of performance when the Contractor does not meet the measurable performance standards.</p> <p>A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of Quality Assurance/Quality Control if the contractor meets the measurable performance standards.</p>

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CAD		7. ADMINISTERED BY (If other than Item 6) CODE	
CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001		8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TETRA TECH, INC. Attn: Andrew Parker 10306 EATON PL STE 340 FAIRFAX VA 220302201		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)	
CODE 198549560		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. 68HERC20D0016 68HERC21F0184 10B. DATED (SEE ITEM 13) 03/30/2021	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Mod to Change Period of Performance FAR 43.103

**E. IMPORTANT:** Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 198549560

TOCOR: Jennifer Brundage

The Reason for this Modification is to 1) change Period Of Performance (PoP) Dates to Better Align with Both Contractor and EPA Needs, and 2) Adjust the Expected Exercise Dates to Align with each of the new Periods of Performance.

**LIST OF CHANGES:**

Period Of Performance Start Date changed from 28-APR-21 to 12-APR-21

Period Of Performance End Date changed from 27-APR-22 to 31-MAR-24

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

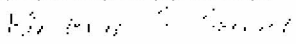
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Keith Pfeffer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 04/12/2021

Previous edition unusable

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERC20D0016/68HERC21F0184/P00001	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR  
TETRA TECH, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 1 Start Date changed from 28-APR-21 to 12-APR-21 End Date changed from 27-APR-22 to 31-MAR-22</p> <p>CHANGES FOR DELIVERY LOCATION: CAD Delivery Date changed from 04/27/2022 to 03/31/2022</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Start Date changed from 28-APR-22 to 01-APR-22 End Date changed from 27-APR-23 to 31-MAR-23 Anticipated Exercise date changed from 29-MAR-22 to 03-MAR-22</p> <p>CHANGES FOR DELIVERY LOCATION: CAD Delivery Date changed from 04/27/2023 to 03/31/2023</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Start Date changed from 28-APR-23 to 01-APR-23 End Date changed from 27-APR-24 to 31-MAR-24 Anticipated Exercise date changed from 29-MAR-23 to 03-MAR-23</p> <p>CHANGES FOR DELIVERY LOCATION: CAD Delivery Date changed from 04/27/2024 to 03/31/2024</p> <p>Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 Period of Performance: 04/12/2021 to 03/31/2024</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES		
					1      4		
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00002		See Block 16C		PR-OW-21-00379			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
CAD							
CAD							
US Environmental Protection Agency							
26 West Martin Luther King Drive							
Mail Code: W136							
Cincinnati OH 45268-0001							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)			
TETRA TECH, INC.				9A. AMENDMENT OF SOLICITATION NO.			
Attn: Andrew Parker							
10306 EATON PL STE 340				9B. DATED (SEE ITEM 11)			
FAIRFAX VA 220302201							
				X			
				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				68HERC20D0016			
				68HERC21F0184			
				10B. DATED (SEE ITEM 13)			
				03/30/2021			
CODE 198549560		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)				Net Increase:		\$10,193.97	
See Schedule							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X		D. OTHER (Specify type of modification and authority) EPA-B-32-103 Limitation of Government's Obligation					
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
DUNS Number: 198549560							
TOCOR: Jennifer Brundage Max Expire Date: 03/31/2024 Invoice Approver: Jennifer Brundage Alt							
Invoice App: Julianne McLaughlin							
The purpose of Modification P00002 is to:							
1. Change the Contracting Officer and Buyer/Contract Specialist from Keith Pfeffer and Ernest Forrest to Kimberly F. Loesch.							
2. The contact information for Ms. Loesch is below:							
Kimberly F. Loesch							
26 W. Martin Luther King Drive							
Cincinnati, OH 45268							
Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Kimberly F. Loesch			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
						05/04/2021	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	68HERC20D0016/68HERC21F0184/P00002	2	4

NAME OF OFFEROR OR CONTRACTOR  
TETRA TECH, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>PH: 513-487-2058 Email: Loesch.Kimberly@epa.gov</p> <p>3. Add incremental funding in the amount of \$10,193.97 to CLIN 0001. 4. The funding on CLIN 0001 increased by \$10,193.97 from \$100,000.00 to \$110,193.97. 5. The total amount obligated for this task order has increased by \$10,193.97 from \$100,000.00 to \$110,193.97. 6. See attached document for a recapitulation of the funding, an update to the Limitation of Government's Obligation Clause, and Contract Administration Clause. 7. All other terms and conditions remain unchanged.</p> <p>CHANGES FOR LINE ITEM NUMBER: 1</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 20-21-B-28E-000BD4X20-2505-2128CES018-001 Beginning FiscalYear 20 Ending Fiscal Year 21 Fund (Appropriation) B Budget Organization 28E Program (PRC) 000BD4X20 Budget (BOC) 2505 Job # (Site/Project) Cost Organization DCN-LineID 2128CES018-001</p> <p>Amount: \$10,193.97 Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 Period of Performance: 04/12/2021 to 03/31/2022</p>				

## **SECTION B - Supplies or Services/Prices**

### **B-1 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION**

(a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line item 0001 is severable and may be incrementally funded. For this item, the sum of \$110,193.97 of the total price is presently available for payment and allotted to this item.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 10 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

(d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.

(g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

RECAPITULATION:

**RECAPITULATION OF FUNDING TO DATE**  
**CONTRACT NO. 68HERC20D0016**  
**TASK ORDER NO. 68HERC21F0184**

**BASE Period of Performance - FROM 4/28/2021 through 4/27/2022**

<b><u>FUNDING ACTION</u></b>	<b><u>FUNDING</u></b>	
<b>Total BASE Period Amount:</b>	\$	531,999.36
Mod P00002	\$	10,193.97
Initial Incremental Funding:	\$	100,000.00
Balance Unfunded	\$	421,805.39

**SECTION G - Contract Administration Data**

G-1 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Task Order-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Jennifer Brundage, 202-566-1265, Brundage.Jennifer@epa.gov (TOCOR)

Julie McLaughlin, 202-566-2542, McLaughlin.Julianne@epa.gov (Alternate TOCOR)

Contracting Officials responsible for administering this contract are as follows:

Kimberly F. Loesch, 513-487-2058, Loesch.Kimberly@epa.gov (Contracting Officer)

Kimberly F. Loesch, 513-487-2058, Loesch.Kimberly@epa.gov (Contract Specialist)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				14	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
P00003		See Block 16C		PR-OW-21-00402	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)	
CAD				CODE	
CAD					
US Environmental Protection Agency					
26 West Martin Luther King Drive					
Mail Code: W136					
Cincinnati OH 45268-0001					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)		9A. AMENDMENT OF SOLICITATION NO.	
TETRA TECH, INC.					
Attn: Andrew Parker				9B. DATED (SEE ITEM 11)	
10306 EATON PL STE 340					
FAIRFAX VA 220302201					
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.	
198549560				68HERC20D0016	
				68HERC21F0184	
				10B. DATED (SEE ITEM 13)	
				03/30/2021	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.					
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
See Schedule					
Net Increase: \$100,000.00					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
X EPA-B-32-103 Limitation of Government's Obligation					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
DUNS Number: 198549560					
TOCOR: Jennifer Brundage Max Expire Date: 03/31/2024 Invoice Approver: Jennifer Brundage Alt					
Invoice App: Julianne McLaughlin					
The purpose of modification P00001 is to:					
1. Add incremental funding to CLIN 0001 in the amount of \$100,000.00.					
2. The obligated amount for CLIN 0001 increased by \$100,000.00 from \$110,193.97 to \$210,193.97.					
3. All other terms and conditions remain unchanged.					
CLIN 0001					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)					
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)					
Kimberly F. Loesch					
15B. CONTRACTOR/OFFEROR					
15C. DATE SIGNED					
16B. UNITED STATES OF AMERICA					
ELECTRONIC SIGNATURE					
16C. DATE SIGNED					
05/10/2021					
(Signature of person authorized to sign)					
(Signature of Contracting Officer)					



<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERC20D0016/68HERC21F0184/P00003	PAGE	OF
		2	4

NAME OF OFFEROR OR CONTRACTOR  
TETRA TECH, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code: 21-22-B-28E-000BD4X20-2505-2128CES019-001</p> <p>Beginning FiscalYear 21 Ending Fiscal Year 22</p> <p>Fund (Appropriation) B Budget Organization 28E Program (PRC) 000BD4X20 Budget (BOC) 2505 Job # (Site/Project) Cost Organization DCN-LineID 2128CES019-001</p> <p>Amount: \$100,000.00</p> <p>Period of Performance: 04/12/2021 to 03/31/2022</p>				

## **SECTION B - Supplies or Services/Prices**

### **B-1 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION**

- (a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line item 0001 is severable and may be incrementally funded. For this item, the sum of \$210,193.97 of the total price is presently available for payment and allotted to this item.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 10 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."
- (d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.
- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

RECAPITULATION:

RECAPITULATION OF FUNDING TO DATE	
CONTRACT NO. 68HERC20D0016	
TASK ORDER NO. 68HERC21F0184	
BASE Period of Performance - FROM 4/28/2021 through 4/27/2022	
<u>FUNDING ACTION</u>	<u>FUNDING</u>
Total BASE Period Amount:	\$531,999.36
Mod P00003	\$100,000.00
Mod P00002	\$10,193.97
Initial Incremental Funding:	\$100,000.00
Balance Unfunded	\$ 321,805.39

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES		
					1 4		
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00004		See Block 16C		PR-OW-21-00473			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
CAD							
CAD							
US Environmental Protection Agency							
26 West Martin Luther King Drive							
Mail Code: W136							
Cincinnati OH 45268-0001							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)			
TETRA TECH, INC.				9A. AMENDMENT OF SOLICITATION NO.			
Attn: Andrew Parker				9B. DATED (SEE ITEM 11)			
10306 EATON PL STE 340							
FAIRFAX VA 220302201							
				X			
				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				68HERC20D0016			
				68HERC21F0184			
				10B. DATED (SEE ITEM 13)			
				03/30/2021			
CODE 198549560		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
See Schedule				Net Increase:		\$53,491.00	
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
CHECK ONE							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
X EPA-B-32-103 Limitation of Government's Obligation							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
DUNS Number: 198549560							
TOCOR: Jennifer Brundage Max Expire Date: 03/31/2024 Invoice Approver: Jennifer Brundage Alt							
Invoice App: Julianne McLaughlin							
The purpose of modification P00001 is to:							
1. Add incremental funding to CLIN 0001 in the amount of \$53,491.00.							
2. The obligated amount for CLIN 0001 increased by \$53,491.00 from \$210,193.97 to \$263,684.97							
3. Update Clause EPA-B-32-103							
3. All other terms and conditions remain unchanged.							
Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Kimberly F. Loesch			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
				 ELECTRONIC SIGNATURE (Signature of Contracting Officer)		06/09/2021	
(Signature of person authorized to sign)							

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERC20D0016/68HERC21F0184/P00004	PAGE	OF
		2	4

NAME OF OFFEROR OR CONTRACTOR  
TETRA TECH, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 1</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code:</p> <p>21-22-B-28E-000BD4X20-2505-2128CES023-001</p> <p>Beginning FiscalYear 21</p> <p>Ending Fiscal Year 22</p> <p>Fund (Appropriation) B</p> <p>Budget Organization 28E</p> <p>Program (PRC) 000BD4X20</p> <p>Budget (BOC) 2505</p> <p>Job # (Site/Project)</p> <p>Cost Organization</p> <p>DCN-LineID 2128CES023-001</p> <p>Amount: \$53,491.00</p> <p>Period of Performance: 04/12/2021 to 03/31/2022</p>				

## **SECTION B - Supplies or Services/Prices**

### **B-1 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION**

- (a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line item 0001 is severable and may be incrementally funded. For this item, the sum of \$263,684.97 of the total price is presently available for payment and allotted to this item.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 10 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."
- (d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.
- (g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

RECAPITULATION:

RECAPITULATION OF FUNDING TO DATE	
CONTRACT NO. 68HERC20D0016	
TASK ORDER NO. 68HERC21F0184	
BASE Period of Performance (CLIN 0001) 4/28/2021 through 4/27/2022	
<u>FUNDING ACTION</u>	<u>FUNDING</u>
Total BASE Period Amount:	\$531,999.36
Mod P00004	\$53,491.00
Mod P00003	\$100,000.00
Mod P00002	\$10,193.97
Initial Incremental Funding:	\$100,000.00
Total Funding	\$263,684.97
Balance Unfunded	\$ 268,314.39